

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDI Computer Dealers Inc.		11/13/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	100 Wellington Street West		
Internal Address:	26th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85769586	EDUGEAR	
Serial Number:	85769598	MOBILAB	
Serial Number:	85525545	ONEBOOK	
Serial Number:	85525543	UNOBOOK	
Registration Number:	4299437	UNOBOOK	
CORRESPONDENCE DATA			
Fax Number:	2026823580		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026823671		
Email:	jryniewicz@kayescholer.com		
Correspondent Name:	John P. Ryniewicz		
Address Line 1:	901 Fifteenth Street, N.W.		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$140.00 85769586

ATTORNEY DOCKET NUMBER:	62088-0009
DOMESTIC REPRESENTATIVE Name: John P. Rynkiewicz Address Line 1: 901 Fifteenth Street, N.W. Address Line 2: Suite 700 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005	
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	11/13/2013
Total Attachments: 5 source=TorontoDom Security Agreement - CDI Computer Dealers Inc#page1.tif source=TorontoDom Security Agreement - CDI Computer Dealers Inc#page2.tif source=TorontoDom Security Agreement - CDI Computer Dealers Inc#page3.tif source=TorontoDom Security Agreement - CDI Computer Dealers Inc#page4.tif source=TorontoDom Security Agreement - CDI Computer Dealers Inc#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 13, 2013, by CDI Computer Dealers Inc., a corporation incorporated under the laws of Ontario located at 130 South Town Centre Blvd., Markham, Ontario L6G 1B8 (the "Grantor"), in favor of The Toronto-Dominion Bank, a Canadian chartered bank located at 100 Wellington Street West, 26th Floor, Toronto, Ontario M5K 1A2, as Lender under the hereinafter defined General Security Agreement (in such capacity, the "Lender").

W I T N E S S E T H:

WHEREAS, 2393811 Ontario Inc. (to become Amalco following the Amalgamation) (the "Borrower") has entered into that certain Credit Agreement, dated as of November 4, 2013, between the Borrower and the Lender (as may be amended, modified, supplemented or replaced from time to time, the "Credit Agreement"), pursuant to which the Lender agreed to make available certain credit facilities to the Borrower for the purposes and on the terms and conditions more specifically outlined therein;

WHEREAS, the Grantor is an affiliate of the Borrower;

WHEREAS, the Lender has required pursuant to the Credit Agreement that the Grantor enter into that certain General Security Agreement dated as of November 4, 2013 (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "General Security Agreement") in order to secure the Borrower's "Secured Obligations" (as defined in the General Security Agreement);

WHEREAS, in furtherance of its obligations under the General Security Agreement the Grantor has executed and delivered this Agreement for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the General Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of its Secured Obligations, Grantor does hereby grant to Lender a security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all trademark registrations and applications set forth in Exhibit A hereto (the "Trademarks");
- B. all of the Trademark licenses and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any of the Trademarks, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the Trademarks;

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks;

E. all rights of action on account of past, present and future unauthorized use of any of the Trademarks and for infringement of said Trademarks and like protection or for any injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any of the Trademark licenses;

F. the right to file and prosecute registration of the Trademarks; and

G. all proceeds of any and all of the foregoing, including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 3. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the General Security Agreement. This Agreement is governed by the General Security Agreement, to which reference should be made for a full description of the rights and remedies of the Lender with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the General Security Agreement, the provisions of the General Security Agreement shall control and govern.

SECTION 4. Security Document. This Agreement is a Security Document subject to and for the purposes of the Credit Agreement.

SECTION 5. CHOICE OF LAW; CONSENT TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE ENCUMBRANCE AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA. THE PARTIES HEREBY ATTORN TO THE COURTS OF THE PROVINCE OF ONTARIO AND AGREES THAT THOSE COURTS SHALL HAVE NON-EXCLUSIVE JURISDICTION TO DETERMINE ALL DISPUTES RELATING TO THIS AGREEMENT.

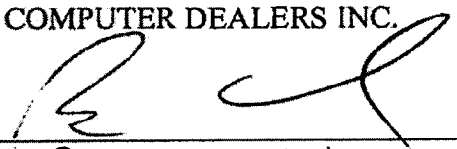
SECTION 6. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CDI COMPUTER DEALERS INC.

By: 
Name: BENJAMIN KAHN
Title: TREASURER

Accepted and Agreed:

LENDER:

THE TORONTO-DOMINION BANK, as Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

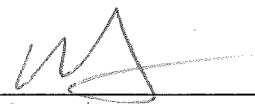
CDI COMPUTER DEALERS INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

LENDER:

THE TORONTO-DOMINION BANK, as Lender

By:  _____
Name: P. Watanabe
Title: Director


By:  _____
Name: _____
Title: **Tawnya Pelletier**
AVP Credit
National Accounts

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

Trademarks

- EDUGEAR, USPTO Serial Number 85769586
- MOBILAB, USPTO Serial Number 85769598
- ONEBOOK, USPTO Serial Number 85525545
- UNOBOOK, USPTO Serial Number 85525543
- UNOBOOK, USPTO Registration Number 4,299,437